

SERIAL NO: 08/567.564

#17 Appeal Brief 6/19/98

Applicant under 37 C.F.R. §1.191 has filed a Notice of Appeal and has paid the appropriate fee of \$155 for a small entity under §1.17 (e).

Applicant under 37 C.F.R. §1.191 herein respectfully files a brief in triplicate in support of appeal for judgment by the Board of Patent Appeals and Interferences for which the appropriate fee of \$155 for a small entity under §1.17 (f) is enclosed herein.

APPELLANT'S BRIEF UNDER 37 CFR 1.192

§1.192(c)

- (1) The real party in interest in this matter is John Kollar through Redox Technologies Inc.
- (2) There are no related appeals and/or interferences in this matter.
- (3) Claims 1-17 of the above identified application has been rejected by Examiner under 35 U.S.C. § 102(b)
- (4) There are no amendments filed after the final rejection.
- (5) Summary of applicants invention is the use of solid insoluble heterogeneous acids catalysts to effect the reaction of a hydroperoxide with alkylating alcohols and/or olefins to produce dialkyl peroxides, from which the reaction mixture can be directly and easily removed from the catalyst and used directly or with minimal after processing. The catalyst systems of the invention makes the chemistry facile and efficient, the operation simple and the cost of production very low, thereby creating a low enough cost peroxide source with great potential for low cost commodity chemicals production, diesel fuel use, expanded speciality uses, etc. The invention is described in the above identified application on Page 3 Line 25 through Page 4 Line 16. The most critical features are on Page 4 Lines 3-6.

(6) Issues to be addressed are Examiner's inappropriate legal arguments, which commence with and are based on incorrect definitions, numerous suppositions, transpositions, reversed attributes and Examiner's astounding clairvoyant knowledge of the "intent" of multiple articulate legal parties which are exactly opposite to their stated intents as expressed in legal documents submitted in this action. Further, Examiner violates the rules of evidence by totally ignoring evidence, direct documentary evidence presented in legally authored papers, and by creating Examiner's own evidence which he then audaciously calls prima facie. Legal papers prepared not just by applicant but also by the adversary's legal staff and by neutral parties. Examiner in final Office Action attempts to defend his early position, but fails to respond to applicants specific queries and in its stead cites a non applicable legal citation. From Applicant's, "Request for Interference With U.S. Pat. No. 5,371,298 Under the Provisions of 37 C.F.R. § 1.607(a)-(d)" and Exhibits, Examiner contends that Applicant, in pursuit of achieving a very expensive and highly complex innovation, violated the provisions of 35 U.S.C. §102(b) offer for sale and public use. Examiner's rejection centers around the following 4 areas, which are wrongly supported by the above listed corruptions,

a. From OA-6 Sec-3* Incorrect definition of the word acquire and of the accompanying phrase from PN-2 Ex-6*, a Confidence Agreement.

* See Appendix Contents of File

b. From OA-6 Sec-3* Examiner creates the "intent" of ACC ex PN-2 Ex-6*

c. From OA-6 Sec-3* Transposition of experimental reproduction and/or evaluation into a "commercial exploitation" from PN-2 Ex-6*.

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d. From OA-9 Sec-3* Transposition of joint R&D development into a "commercial exploitation" from PN-10 Ex-3*, a Redox-Celanese Agreement.

(7) Applicant's claims 1-17 all stand together against Examiner's rejection under 35 U.S.C. § 102(b).

(8)(iii) Arguments The errors in Examiner's rejection under 35 U.S.C. § 102(b) are more fundamental than the codes and regulations of the US legal system. Garbage in assures garbage out. Examiner's garbage errors begin with Examiner's incorrect definition of words and phrases. More garbage from Examiners arbitrary and capricious interpretations of several key words and phrases from the ACC prepared Confidence Agreement. Further, Examiner creates biased suppositions, biased transpositions and reversed attributes, all of these garbage components are mixed together in a witches brew from which Examiner draws compounded erroneous conclusions, then cites them as prima facie in the 102(b) rejection. Examiner repeatedly must be using ESP to establish "intent" of several parties from legally prepared documentary evidence, which evidence in fact states intents diametrically opposed to those asserted by Examiner. Examiner fails to acknowledge the content of straight forward documentary evidence. Examiner attempts to sustain a 102 (b) rejection by transforming virtually every R&D effort into a commercial exploitation. Examiner is highly confused and fails to recognize that a goal of ultimate commercial exploitation is different than actual commercial exploitation. Indeed, one of the primary requisites of patentability is "utility" which implies a goal of commercial exploitation. We will attempt to create perspicuity from Examiner's obfuscation brew. In final rejection, Examiner cites a non applicable citation and ignores applicants superseding citation which had been successfully placed for review before the US PTO in exactly the same circumstances.

Examiner's Generalized Errors

Two legal documents, PN-2 Ex-6*, an ACC prepared Confidence Agreement and PN-2 Ex-3* (PN-8 Ex-3* total of prior ref.), a Redox-Celanese Joint Research and Development Contract from applicants Request for Interference, are the sources of material cited by Examiner for his rejection basis of applicant's claims 1-17 under 35 U.S.C. § 102(b). Contract law is predicated on the use of precise and clear verbiage so as to effect, enable and enforce the stated purpose of the contract. Such cited legal documents can only be interpreted on their prima facie content. Examiner assaults the English language and violates the basic tenets of social communications, the rules of evidence, the cited attorney prepared documentary evidence and the basics of the legal system. Examiner violates the clearly stated intent of both parties to both of the cited agreements, when he divines each of the parties "intents". Examples of Examiners errors and what he has replaced them with follows to demonstrate the gravity of Examiner's mistakes. In final rejection, Examiner cites a non applicable citation after having ignored applicants superseding citation which had been put to review and passed muster before the US PTO in exactly the same circumstances.

Applicants Response to "sell or offer to sell" RejectionUnder 35 U.S.C. § 102(b)Examiner's Rejection Basis

Examiner rejection basis cites applicant's PN-2 Ex-6*, from applicants Request for Interference, a Confidence Agreement prepared by the Senior party ACC lawyers, in particular the following vague consideration,

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ACC desires to receive a disclosure of the Technology "for the purpose to evaluate the Technology to determine whether ACC desires to make an offer to Redox to acquire the Technology"

Examiner uses an erroneous definition of "acquire", with arbitrary and capricious interpretations of several key words and phrases from the ACC lawyer prepared Confidence Agreement, he divines the "intent" of both parties, combines them with biased suppositions, biased transpositions, reversed attributes, and draws compounded erroneous conclusions, which Examiner then cites in the U.S.C. § 102(b) rejection.

Applicant's Response

Examiner in OA-6 Sec-3 transforms,

"evaluate the Technology"	<u>into</u>	a Commercial exploitation
"ACC desire"	<u>into</u>	an ACC action
"ACC desire"	<u>into</u>	a Redox action
"acquire"	<u>into</u>	sell, not its definition "get or gain" or any of the many ways to acquire.

"to determined whether ACC desires to make an offer"

into an ACC action to offer

"ACC not determined desire of making an "offer to acquire""

into an ACC offer to buy

"ACC not determined desire of making an "offer to acquire""

into a Redox offer to sell

If Examiner would have taken a suggestion and examined any dictionary from Webster, Oxford, Random House etc. in either abridged or unabridged editions, he would instantly recognize that he was absolutely incorrect in defining "acquire" and equating it first to buy than to sell.

Examiner arbitrarily and capriciously ignores direct documentary evidence, presented in opposition attorney prepared documents, sworn

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statements, records and addendum materials presented at Examiners request, which prima facie all contradict Examiner's rejection basis.

Examiner ignores direct evidence which includes,

1. The direct statements and purposes of the Confidence Agreement. (PN-2 Ex-6)*

2. The contents, presentation and duration of the Disclosure, whose massiveness indicate that Examiner's contentions of "not refining it" are patently silly. (PN-2 Ex-6 Letter & pg 4)*

3. That evaluation of the above was the clearly stated purpose. (PN-2 Ex-6 pgl ln7)*

4. ACC's due diligence obligations and suppositions ACC "intent" to buy without an extensive evaluation which would be tantamount to buying a "pig in a poke" and would constitute a dereliction of due diligence and place in high jeopardy some ACC legal and management careers. (PN-2 Ex-6 pgl-4)*

5. Applicant's affidavit (PN-2 Ex-B, Section 6, 7, 9, 10 and PN-10 Ex-1)* which states how and why the necessity for applicant to solicit corporate interest to effect joint development of applicant's major chemical innovation. Clearly no sale was ever contemplated.

6. Applicant's prior innovation agreement with a corporate partner. (PN-2 Ex-3)* & (PN-8 Ex-3 total of prior ref.)* No sale ever contemplated.

7. Applicant's notification that the matter of a sale or offer has been reviewed by the US PTO for like arrangements by Redox in US Patent 5,321,157. Redox-Bayer submitted an Information Disclosure Statement including a standard Redox Confidence Agreement under 37 C.F.R. § 1.97(b) simultaneously with a patent application precisely to address the "sale or offer for sale" issue. (PN-10 pg 6-8)*

8. Citing any direct or indirect evidence of an offer for sale. Being a negative such can only be verified by examining and finding such in the (Total File)*.

Applicants more detailed rebuttal to Examiner's "for sale" positions are presented in PN-10 pg 4-8*, which were not addressed by Examiner.

Applicant's Response to Issues of "intent"

Examiner divines the "intent" of ACC and Redox from the above phrase of PN-2 Ex-6*.

1. That ACC is not planning to "evaluate the Technology" but "refine it". (OA-6 pg-2 ln-16)* Actual ACC statement. (PN-2 Ex-6 pg-1 para-2)*
2. That ACC is planning on making an offer to buy "a pig in a poke"?
3. That Redox is making or anticipating an offer to sell.

(OA-6 pg2-3 ln-18-ln-1)* v. (PN-2 Ex-6 pg-1 para-2)*

4. That Redox is commercially exploiting the Technology for a \$ 20,000 confidential disclosure fee while expending more than \$ 20,000 to service that disclosure. (OA-9 pg-3 ln-20)* v. (PN-10 pg13-14 para2-3 & Ex-2)*

Examiner divines ACC's "intent" of buying the Technology and not refining it, divines Redox's "intent" of selling the Technology, divines ACC's "intent" as not being experimental reproduction and/or evaluation, using all of these clairvoyant "intent" as his basis for rejection under the "sale use" component of 35 U.S.C. § 102(b).

Examiner takes content from evidence, gives the lawyer prepared content Examiner's own "interpretations" when none is necessary, than cites Examiner's own wrong interpretations as "evidence". Examiner fails to cite a single piece of direct evidence which would substantiate any one of

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Examiner created layers of supposition based "evidence". Not with standing the above, Examiner asserts his self created "evidence" is prima facie evidence which he invokes to justify a 35 U.S.C. § 102(b) rejection.

Applicants more detailed rebuttal and supporting evidence to Examiner's "intent" position are presented in PN-10 pg 8-11*, which were not addressed by Examiner.

Applicant's Response to "public use" Rejection

Under 35 U.S.C. § 102(b)

Examiner's Rejection Basis

Examiner uses Redox Technologies PN-2 Ex-6*, from applicants Request for Interference, a Confidence Agreement prepared by the Senior party ACC, claiming "It is clear from the Agreement that "commercial exploitation" was the primary purpose rather experimentation." and therefore constitutes a prima facie case for public use or sale under 35 U.S.C. § 102(b).

Examiner uses Redox Technologies PN-2 Ex-3*, from applicants Request for Interference, and it entire version PN-8 Ex-3*, a Redox-Celanese Development and Licensing Agreement, claiming "that "commercial exploitation" was its primary purpose rather than experimentation." as his basis for rejection under the "public use" component of 35 U.S.C. § 102(b).

Applicant's Response

All of the Applicant Response under the previous section of the "sell or offer to sell" for PN-2 Ex-6* apply against Examiner in "public use". From PN-2 Ex-3* and PN-8 Ex-3*, Examiner divines the "intent" of two

additional articulate parties, both contradicted by the cited legal agreement. These Examiner divinations are the intents of Celanese and Redox. Examiners "intents", contradicted by documentary evidence include,

1. That Redox "commercially exploited" the Technology with Celanese.
2. That Celanese "commercially exploited" the Technology.

Examiner perverts Research and Development and joint development and licensing agreements and arbitrarily turns these scientific efforts into commercial exploitation. Examiner confuses the massive R&D efforts of the PN-2 Ex-3* and PN-8 Ex-3* Agreement with its ultimate goal which is indeed commercial use.

The goal after the development and successful innovation is indeed commercial exploitation, "NOT BY SALE", but by cross licensing based on "each parties separate contribution" to the total innovation. Indeed, one of the primary requisites of patentability is "utility" which implies a goal of commercial exploitation.

The function and fruition of that Agreement was in fact solely and purely chemical science experimentation, with not a single drop of commercial product or commercial exploitation emanating from the joint development and licensing agreement, which agreements do not constitute a sale or bar under 35 U.S.C. § 102(b), (Lamari v. Lenard Toys, 22 U.S.P.Q. 2d at 1140 & 1146 E.D. Pa 1992).

Applicants more detailed rebuttal to Examiner's "public use" positions are presented in PN-10 pg 11-14*, which were not addressed by Examiner.

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Response to Office Action of April 30, 1998 OA-16*

Examiner fails to address multiple specific documentary facts raised by applicant in PN-10*, which Examiner had earlier perverted and cannot logically defend.

Instead of addressing specifics, Examiner takes a broad approach suggesting the totality of the picture is relevant to support his rejection under 35 U.S.C. § 102(b). But how can the totality be correct when it is based on a multiplicity of specific unaddressed errors?

AO-16 Sec 3* Not applicable and superseded citation based on device inventions.

Examiner starts by respectfully disagreeing with case law of Moleculon Research Corp. v. CBS, 793 F.2d 1261, 229 U.S.P.Q. 805 (Fed. Cir. 1986) which is precisely on point of 35 U.S.C. § 102(b) for non device inventions and is a ruling subsequent to Examiners non applicable citation.

Examiner's citation of Barmag Barmer Maschinenfabrik AG v. Murata Machinery, Ltd., 731 F.2d 831, 836 [221 USPQ 561,564] (Fed Cir. 1984) is without relevance because it is applicable to devices and devices embodying the invention. There are no devices or devices embodying the invention in the Redox technology and therefore Examiners citation is not applicable. Examiner's citation mandates fulfillment of each of a 3 part test on devices or devices embodying the invention for relevance. The test fails on both the 1st and 3rd part (page 3 lines 12-14). However, Moleculon Research Corp. v. CBS, applicants previously provided citation addresses the issue precisely. This was the exact issue under the exact circumstances which Redox -Bayer had placed for review before the US PTO in Redox's U.S. Pat. No. 5,321,157. It was affirmed based on the following

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citations, previously presented and all of which are subsequent to Examiner's citation.

The Court of Appeals for the Federal Circuit has addressed the on-sale issue in the context of the transfer of rights in an invention. See Moleculon Research Corp. v. CBS, 793 F.2d 1261, 229 U.S.P.Q. 805 (Fed. Cir. 1986) (subsequent appellate decisions based on different grounds). The defendant in that infringement action argued that the invention then at issue was "on sale" prior to the critical date because of negotiations between the inventor and the president of the assignee Moleculon and that the subsequently issued patent was therefore invalid. See lower court decision at 594 F. Supp 1420, 224 U.S.P.Q. 595, 600 (right column)(D. Del. 1984) The lower court, however, concluded that even if the inventor were assumed to have assigned inchoate patent rights to Moleculon, "such a transaction does not fall within the 'on sale' bar of Section 102(b) because only potential rights and not a device and not a device embodying the invention was involved." 224 U.S.P.Q. at 600(emphasis added). The C.A.F.C.--in full agreement with the lower court--held that even if an agreement had been entered into before the critical date, "an assignment or sale of the rights in the invention and potential patent rights is not a sale of 'the invention' within the meaning of section 102(b)." 229 U.S.P.Q. 809 (emphasis added).

The balance of Examiner's arguments on "experimental reproduction and/or evaluation of the Technology" and control of invention is rendered inconsequential by failure of part 3 of Examiner's citation.

For completeness, I will point out that at no point did ACC have control of the invention via Examiner's logic of "control" of experimentation. Experimental is an adjective as used in PN-2 Ex-6*. ACC

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was licensed to evaluate and reproduce the experimental results of Redox, not to do independent experimental work or commercial work on the Redox Technology. The ACC Confidence Agreement, PN-2 Ex-6*, did not preclude Redox from any action whatsoever. Redox had full and total control of the invention at all times during the Redox Disclosure to ACC. Further there is no evidence in the record or in Redox possession that ACC did any experimental reproduction or commercial evaluation. There was also no oral communications that ACC undertook any such efforts.

Examiner's "totality" fact assessment from OA-16 pg 5 ln 1* is defective or irrelevant on each of Examiner's four, (a-d), points. Point (a) a "services and limited rights fee" has been specifically addressed in PN-2 Ex-6 Sec 4*, in applicant's response in PN-10 pg-13 para 2&3* and has been totally ignored by Examiner. Points (b) and (c) are irrelevant to any point. Point (d) is incorrect as shown above and in prior applicant responses.

OA-16 Sec 4* Examiner reraise the "for sale" without responding to exact issue placed before thr US PTO by applicant.

See above and/or PN-10 pg 6-8* "US PTO Review of Sale or Offer for Sale"

OA-16 Sec 5* More Examiner clairvoyance and no support for his assertion.

See "Intent" section above and PN-10 Ex-2*.

OA-16 Sec 6* Examiner employs his avoidance verbiage of "totality" and contorted assumption that "The evidence in the record does not show that REDOX was in control during that (evaluation) period."

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But where is Examiners assumption even suggested that ACC had even an iota of control of the Redox Technology. Why was it necessary for ACC to execute a second Confidence Agreement PN-10 Ex-2* about a year later? Applicant counters that the evidence in the record does not show that REDOX yielded control during that (evaluation) period." The record in PN-2 Ex-6* clearly acknowledges that Redox is in total control and has not yielded any control to ACC. Redox could have and does solicit other potential participants in the Redox innovation during a disclosure and its evaluation period. If a very serious party would have been engaged, ACC could have and would have been dropped in an instant. There was no bar for Redox and no control was yielded by Redox. It is Redox property by ACC acknowledgment and only a written concession would constitute a yielding of control. Examiner with specificity, please show the Board where Redox has yielded control, show the Board where ACC had control, show the Board what ACC has control of.

(9) An appendix containing a copy of the claims involved and a listing of the contents of the file (material communications) is appended after closing statements.

CLOSING STATEMENTS

Contrary to Examiners error filled conclusion, Redox has never offered for sale the subject technology to ACC or any other party, nor accepted or anticipated an offer to buy, nor produced for public use any amount of commercial products from the "Technology".

Examiner ignores direct evidence, presented in legally prepared documents, sworn statements, records and addendum materials presented at Examiners request, which all contradict Examiner's rejection basis.

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Examiner takes content from evidence, gives that content his unsupported interpretation, than cites his own interpretations which are consistently wrong as being "evidence". Then, Examiner asserts his self created "evidence" is prima facie evidence and invokes it to justify a 35 U.S.C. § 102(b) rejection.

Examiner's credentials become suspect and Examiner's actions become biased when he does not used dictionary or lexicon based definitions, creates suppositions, reverses attributes, creates his own evidence and calls his self creations "prima facie", has the "ability" to divine other articulate parties "intent" which paradoxically are always opposite to examiners divinings.

Applicant respectfully submits this Appeal to the Board of Patent Appeals and Interferences for its fair and impartial consideration. Applicant has made a real prima facie showing of being the first to invent as required by 37 CFR § 1.608 and request that the Board declare an interference.

Respectfully submitted,


JOHN KOLLAR
Applicant

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APPENDIXCLAIMS

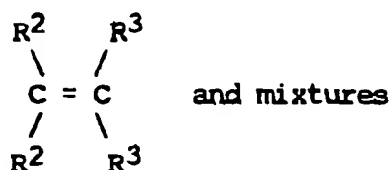
1. A process for the preparation of a dialkyl peroxide which comprises reacting one or more members selected from the group consisting of an alkylating alcohol of the formula ROH, an olefin having the formula $(R^2)(R^{2a})C=C(R^3)(R^{3a})$, wherein R is C₁-C₁₀ alkyl and R², R^{2a}, R³ and R^{3a} are independently selected from hydrogen and C₁-C₁₀ alkyl; with a hydroperoxide of the formula R¹OOH, wherein R¹ is C₁-C₁₀ alkyl; in the presence of an effective amount of a substantially solid, insoluble, heterogeneous acidic catalyst; followed by separation of the reaction mixture from said catalyst.
2. A process according to Claim 1 for the preparation of a di-tert-butyl peroxide comprising reacting one or more members selected from the group consisting of tert-butyl alcohol and isobutylene; with tert-butyl hydroperoxide; in the presence of an effective amount of a substantially solid, insoluble, heterogeneous acid catalyst.
3. A process according to Claim 1 for the preparation of a di-tert-amyl peroxide comprising reacting one or more members selected from the group consisting of tert-amyl alcohol and tet-amylene; with tert-amyl hydroperoxide; in the presence of an effective amount of a substantially solid, insoluble, heterogeneous acid catalyst.
4. A process according to Claim 1 wherein said substantially solid, insoluble, heterogeneous acid catalyst comprises an at least 10% cross-linked ion exchange resin catalyst.

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5. A process according to Claim 2 wherein said substantially solid, insoluble, heterogeneous acid catalyst comprises an at least 10% cross-linked ion exchange resin catalyst.
6. A process according to Claim 3 wherein said substantially solid, insoluble, heterogeneous acid catalyst comprises an at least 10% cross-linked ion exchange resin catalyst.
7. A process according to Claim 1 wherein said substantially solid, insoluble, heterogeneous acid catalyst comprises an at least 20% cross-linked polystyrene-divinyl benzene resin catalyst.
8. A process for the preparation of a dialkyl peroxide which comprises reacting one or more members selected from the group consisting of an of olefins of the formula $(R^2)(R^{2a})C=C(R^3)(R^{3a})$, wherein R^2 , R^{2a} , R^3 and R^{3a} are independently selected from hydrogen and C_1 - C_{10} alkyl; with a hydroperoxide of the formula R^1OOH , wherein R^1 is C_1 - C_{10} alkyl; in the presence of an effective amount of a substantially solid, insoluble, heterogeneous acidic catalyst; followed by separation of the reaction mixture from said catalyst.
9. A process according to Claim 8 for the preparation of a di-tert-butyl peroxide comprising reacting iso-butylene with tert-butyl hydroperoxide in the presence of an effective amount of an acidic ion exchange resin catalyst.
10. A process according to Claim 8 for the preparation of a di-tert-amyl peroxide comprising reacting tert-amylene with tert-amyl hydroperoxide in the presence of an effective amount of an acidic ion exchange resin catalyst.

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11. A process for the preparation of a dialkyl peroxide which comprises reacting a reactant selected from the group consisting of an alcohol having the formula ROH, an olefin having the formula:



with an organic hydroperoxide having the formula R^1OOH in the presence of an effective amount of an acidic, at least 10% crosslinked, ion exchange resin catalyst, R and R^1 being alkyl groups having 1 to 10 carbon atoms, and R^2 and R^3 being hydrogen or R.

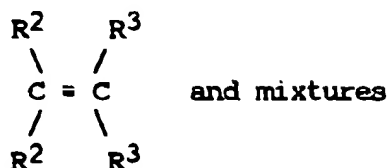
12. A process according for the preparation of a di-tert-butyl peroxide which comprises reacting a reactant selected from the group consisting of tert-butyl alcohol, iso-butylene, and mixtures with tert-butyl hydroperoxide in the presence of an effective amount of an acidic, at least 10% cross-linked ion exchange resin catalyst.

13. A process according for the preparation of a di-tert-amyl peroxide which comprises reacting a reactant selected from the group consisting of tert-amyl alcohol, tert-amylene, and mixtures with tert-amyl hydroperoxide in the presence of an effective amount of an acidic, at least 10% cross-linked ion exchange resin catalyst.

14. A process of Claim 11 wherein the said resin is at least 20% cross-linked polystyrene-divinyl benzene acidic resin.

15. A process for the preparation of a dialkyl peroxide which comprises reacting an olefin having the formula:

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with an organic hydroperoxide having the formula R^1OOH in the presence of an effective amount of an acidic ion exchange resin catalyst, R^2 and R^3 being hydrogen or R, R and R^1 being alkyl groups having 1 to 10 carbon atoms.

16. A process according for the preparation of a di-tert-butyl peroxide which comprises reacting iso-butylene with tert-butyl hydroperoxide in the presence of an effective amount of an acidic ion exchange resin catalyst.

17. A process according for the preparation of a di-tert-amyl peroxide which comprises reacting tert-amylene with tert-amyl hydroperoxide in the presence of an effective amount of an acidic ion exchange resin catalyst.

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 Sec Section
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Optional Reading and Advice

In the spirit of improvement, efficacy and excellence, I offer the following 3 quotations, appropriate words of wisdom.

The search for the "mot juste" is not a pedantic fad but a vital necessity. Words are our precision tools. Imprecision engenders ambiguity and hours are wasted in removing verbal misunderstanding before the argument of substance can begin. Anonymous Civil Servant

Justice is determined and administered by words. Only the precise and clear use of words will achieve the lofty goals of justice.

Perspicuity is the hallmark of truth and knowledge.
Obfuscation is the telltale of deceit and ignorance.